

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF WEST VIRGINIA  
CHARLESTON DIVISION**

**CHERI MICHELLE EDENS, and others  
similarly situated,**

**Plaintiff,**

Civil Action No: 2:22-cv-00101

**v.**

Hon. Thomas E. Johnston

**CEBRIDGE ACQUISITION, LLC,  
CEQUEL III COMMUNICATIONS I, LLC,  
CEQUEL III COMMUNICATIONS II, LLC,  
& ALTICE USA,**

**Defendants.**

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**AFFIDAVIT OF AMY PFAIL IN SUPPORT OF DEFENDANTS' MOTION TO  
COMPEL ARBITRATION AND TO STAY LITIGATION**

State of New York     )  
                                  ) ss.  
County of Nassau     )

PERSONALLY APPEARED BEFORE THE UNDERSIGNED AUTHORITY, AMY PFAIL, who after first having been duly sworn, does hereby depose and state under oath the following based on her own personal knowledge:

1. I submit this affidavit in support of Defendants' Motion to Compel Arbitration and to Stay Litigation. The statements made in this affidavit are based on my personal knowledge, review of records kept in the ordinary course of business, and/or information brought to my attention by individuals upon whom I regularly rely. If called as a witness, I could and would testify to their truth.

2. I am employed by Altice USA, Inc. ("Altice") as Manager, Litigation Support. In that role, I am familiar with and oversee the records of the Altice Legal Department, which were created or maintained by Altice in the regular course of business. My responsibilities also include

communicating with and receiving communications from the American Arbitration Association (“AAA”) and counsel regarding arbitrations involving Altice.

3. Attached as **Exhibit A** is a true and correct copy of a January 31, 2022 letter from the AAA accepting the arbitration demand submitted by Cheri Edens, the plaintiff in this action. Attached as **Exhibit B** is a true and correct copy of the arbitration demand. Some of Ms. Edens’s personal information has been redacted to protect her privacy.

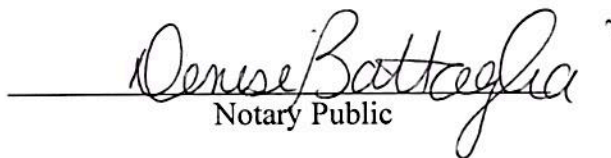
4. On February 1, 2022, I emailed Ms. Edens’s counsel listed on the arbitration demand, Charles Webb, to discuss Ms. Edens’s arbitration demand. Attached as **Exhibit C** is a true and correct printout of emails that Mr. Webb and I exchanged between February 1, 2022 and February 17, 2022. Because the contents of those emails are confidential, the emails have been redacted in full, showing only the names, dates, and times.

FURTHER THE AFFIANT SAYETH NAUGHT.

  
Amy Pfail

SUBSCRIBED AND SWORN to  
before me this 2<sup>ND</sup> day of January,  
2024.

DENISE BATTAGLIA  
Notary Public - State of New York  
No. 01BA0011123  
Qualified in Nassau County  
My Commission Expires July 13, 2027

  
Notary Public

# **EXHIBIT A**



AMERICAN  
ARBITRATION  
ASSOCIATION®

INTERNATIONAL CENTRE  
FOR DISPUTE RESOLUTION®

Northeast Case Management Center  
1301 Atwood Avenue  
Suite 211N  
Johnston, RI 02919  
Telephone: (866)293-4053  
Fax: (866)644-0234

January 31, 2022

Charles R. Webb, Esq.  
The Webb Law Centre, PLLC  
716 Lee Street East  
Charleston, WV 25301  
**Via Email to: [rusty@rustywebb.com](mailto:rusty@rustywebb.com)**

Amy Pfail  
CSC Holdings, LLC  
1111 Stewart Avenue  
Bethpage, NY 11714  
**Via Email to: [amy.pfail@alticeusa.com](mailto:amy.pfail@alticeusa.com)**

**Case Number: 01-21-0018-1989**

Cheri M. Edens  
-vs-  
Altice Shared Services and Suddenlink  
(a subsidiary of Altice Shared Services)

Dear Parties:

This will acknowledge receipt of a Demand for Arbitration between the above named parties and an arbitration clause providing for administration by the American Arbitration Association (AAA). We trust a copy has been sent to Respondent per the Rules. Your case is now assigned to me for administration as the filing requirements have been met.

The **Consumer Arbitration Rules** have been applied to this matter.

**Answer**

- The Respondent has until **February 14, 2022** to file an answer to the claim.
- Answers received after the due date will still be provided to the arbitrator.
- Please reference the Rules if filing a counterclaim.
- Per Consumer Rule R-2(e) "If no answer is filed within 14 calendar days, the AAA will assume that the respondent does not agree with the claim filed by the claimant."

**Initial List of People Form**

- Please complete and return the enclosed Initial List of People Form by **February 14, 2022**. Further instructions are provided on the enclosed reference sheet as well as on the Initial List form.

**Hearing Type and Locale of In-Person Hearing**

- If an in-person hearing is to be held, the requested hearing locale is Charleston, WV. Please refer to the

Consumer Arbitration Rules for information regarding the Fixing of Locale (the city, county, state, territory and/or country where the arbitration will take place).

- If no disclosed claim or counterclaim exceeds \$25,000, this matter shall be resolved by the Procedures for the Resolution of Disputes through Document Submission contained in the Consumer Arbitration Rules, unless a party asks for a hearing or the arbitrator decides that a hearing is necessary.

#### **The Costs of Arbitration effective November 1, 2020**

- In cases before a single arbitrator where the consumer is the Claimant, a nonrefundable filing fee, capped in the amount of \$200, is payable in full by the consumer when a case is filed unless the parties' agreement provides that the consumer pay less. A nonrefundable filing fee of \$300 is payable by the business once the consumer claimant meets the filing requirements, unless the parties' agreement provides that the business pay more.
- A nonrefundable case management fee of \$1,400 for 1 arbitrator or \$1,775 for 3 arbitrators will be assessed to the business upon the appointment of the arbitrator.

#### **Amounts Paid or Due**

- The Consumer has paid \$200.
- \$300 is now due from the Business and an invoice will separately follow. Please reference the invoice for payment options.
- Payment is due thirty days from the date of this letter, on or before **March 2, 2022**.

#### **Cybersecurity and Privacy**

- Please review the enclosed *AAA-ICDR® Best Practices Guide for Maintaining Cybersecurity and Privacy*, and *AAA-ICDR® Cybersecurity Checklist*.

#### **Online Settlement Tool and Mediation**

- We invite you to utilize the AAA WebFile® Online Settlement Tool, which affords you the ability to engage in online settlement negotiations. Through this tool, the parties can submit offers and counteroffers, as well as reject or accept these offers. Resolving the dispute through the Online Settlement Tool prior to the appointment of the arbitrator saves the parties money by avoiding the need to pay further AAA administrative fees and arbitrator compensation. For a step-by-step guide, please see the Online Settlement Tool Guide located on our website's Consumer landing page, [www.adr.org/consumer](http://www.adr.org/consumer).
- Mediation is available to the parties at any time prior to the issuance of the award. If you would like more information about the AAA's mediation services please contact me or visit [AAAMediation.org](http://AAAMediation.org).

#### **Small Claims Court Option**

- We draw your attention to R-9 of the Consumer Arbitration Rules. If a party's claim is within the jurisdiction of a small claims court, either party may choose to exercise the small claims option. If either party would like this matter decided by a small claims court, please send your written request to me with a copy all other parties. If the parties disagree over whether the claim is within the jurisdiction of a small claims court, the case will proceed in arbitration and the arbitrator may make a final determination on whether the claim may proceed to small claims court.

#### **Next Administrative Step after Answer Due Date has Passed**

- The AAA will appoint an arbitrator upon request by any party.
- Upon appointment of the arbitrator, the Case Management Fee and arbitrator compensation deposit is due

from the Business.

Please review the enclosed Consumer Arbitration Reference Sheet for more information about topics, such as AAA WebFile® and Cybersecurity and Privacy. Also, view our website at [www.adr.org](http://www.adr.org) for additional information regarding the administration process.

The AAA appreciates the opportunity to assist you with your dispute resolution needs.

Sincerely,

/s/

Billy Crow, *on behalf of*

Meirav Werbel

Case Administrator

Direct Dial: (401)414-5522

Email: [MeiravWerbel@adr.org](mailto:MeiravWerbel@adr.org)

Fax: (866)644-0234

Supervisor Information: *Tami Miller*, [millert@adr.org](mailto:millert@adr.org)

Enclosures

cc: Christopher J. Burns

# **EXHIBIT B**



Complete this form to start arbitration under an arbitration agreement in a contract.

1. Which party is sending in the filing documents? (check one) <input checked="" type="checkbox"/> Consumer <input type="checkbox"/> Business		
2. Briefly explain the dispute: I have not received the "high speed" internet services promised to me since signing the contract with Altice Shared Services and its subsidiary, Suddenlink ("Company") in April 2020. Multiple attempts to work with the Company have only led to more money out of my own pocket and no resolution. Due to the unreasonable and unconscionable nature of the contract, I continue to incur monthly expenses with no resolution.		
3. Specify the amount of money in dispute, if any: \$ 1,001.00 to \$10,000.00		
4. State any other relief you are seeking: <input checked="" type="checkbox"/> Attorney Fees <input checked="" type="checkbox"/> Interest <input checked="" type="checkbox"/> Arbitration Costs <input checked="" type="checkbox"/> Other; explain: High speed internet as originally agreed to; other statutory and punitive		
5. Identify the requested city and state for the hearing if an in-person hearing is held: City: Charleston State: West Virginia		
6. Please provide contact information for both the Consumer and the Business. Attach additional sheets or forms as needed.		
<b>Consumer:</b>		
Name: Cheri M Edens		
Address: 55 Riverbend Blvd.		
City: St. Albans	State: West Virginia	Zip Code: 25177
Telephone: [REDACTED]	Fax:	
Email Address: [REDACTED]@gmail.com		
<b>Consumer's Representative (if known):</b>		
Name: Charles R. Webb		
Firm: The Webb Law Centre		
Address: 716 Lee Street East		
City: Charleston	State: West Virginia	Zip Code: 25301
Telephone: (304) 344.9322	Fax: (304) 344.1157	
Email Address: rusty@rustywebb.com		
<b>Business:</b>		
Name: Altice Shared Services and Suddenlink (a subsidiary of Altice Shared Services)		
Address: 1111 Stewart Avenue		
City: Bethpage	State: New York	Zip Code: 11714
Telephone: (631) 846-5317	Fax:	
Email Address: cecrdesk@alticeusa.com		





<b>Business' Representative (if known):</b>		
Name: Unknown		
Firm:		
Address:		
City:	State: Select...	Zip Code:
Telephone:	Fax:	
Email Address:		
Date:		

**7. Send a copy of this completed form to the AAA together with:**

- A clear, legible copy of the contract containing the parties' agreement to arbitrate disputes;
- The proper filing fee (filing fee information can be found in the Costs of Arbitration section of the Consumer Arbitration Rules); and
- A copy of the court order, if arbitration is court-ordered.

**8. Send a copy of the completed form and any attachments to all parties and retain a copy of the form for your records.**

To file by mail, send the initial filing documents and the filing fee to: AAA Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043.

To file online, visit **www.adr.org** and click on **File or Access Your Case** and follow directions. To avoid the creation of duplicate filings, the AAA requests that the filing documents and payment be submitted together. When filing electronically, no hard copies are required.

Pursuant to Section 1284.3 of the California Code of Civil Procedure, consumers with a gross monthly income of less than 300% of the federal poverty guidelines are entitled to a waiver of arbitration fees and costs, exclusive of arbitrator fees. This law applies to all consumer agreements subject to the California Arbitration Act, and to all consumer arbitrations conducted in California. If you believe that you meet these requirements, you must submit a completed Affidavit for Waiver of Fees, available on our website.

Pursuant to New Jersey Statutes § 2A:23B-1 et seq, consumers with a gross monthly income of less than 300% of the federal poverty guidelines are entitled to a waiver of arbitration fees and costs, exclusive of arbitrator fees. This law applies to all consumer agreements subject to the New Jersey Arbitration Act, and to all consumer arbitrations conducted in New Jersey. If you believe that you meet these requirements, you must submit a completed Affidavit for Waiver of Fees, available on our website.

# **EXHIBIT C**

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**From:** Charles Webb [mailto:[rusty@rustywebb.com](mailto:rusty@rustywebb.com)]  
**Sent:** Thursday, February 17, 2022 1:34 PM  
**To:** Amy Pfail <[Amy.Pfail@AlticeUSA.com](mailto:Amy.Pfail@AlticeUSA.com)>  
**Cc:** Charles Webb <[rusty@rustywebb.com](mailto:rusty@rustywebb.com)>  
**Subject:** RE: External E-mail - RE: 2021-12-31 Claimant Demand.pdf

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Charles R. "Rusty" Webb  
The Webb Law Centre, PLLC  
716 Lee St. E.  
Charleston, WV 25301  
[rusty@rustywebb.com](mailto:rusty@rustywebb.com)  
304-344-9322  
F: 304-344-1157  
[www.rustywebb.com](http://www.rustywebb.com)



AMERICAN  
ASSOCIATION  
JUST



THE GLOBAL DIRECTORY OF  
**WHO'S WHO**  
HONORING EXECUTIVES & PROFESSIONALS

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**From:** Amy Pfail <[Amy.Pfail@AlticeUSA.com](mailto:Amy.Pfail@AlticeUSA.com)>  
**Sent:** Wednesday, February 16, 2022 2:59 PM  
**To:** Charles Webb <[rusty@rustywebb.com](mailto:rusty@rustywebb.com)>  
**Subject:** RE: External E-mail - RE: 2021-12-31 Claimant Demand.pdf

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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**From:** Charles Webb [<mailto:rusty@rustywebb.com>]  
**Sent:** Thursday, February 3, 2022 10:49 AM  
**To:** Amy Pfail <[Amy.Pfail@AlticeUSA.com](mailto:Amy.Pfail@AlticeUSA.com)>  
**Subject:** Re: External E-mail - RE: 2021-12-31 Claimant Demand.pdf

[REDACTED]

[REDACTED]

[REDACTED]

Charles R. "Rusty" Webb  
The Webb Law Centre, PLLC  
[716 Lee St. E.](#)  
[Charleston, WV 25301](#)  
[rusty@rustywebb.com](mailto:rusty@rustywebb.com)  
[304-344-9322](tel:304-344-9322)  
F: [304-344-1157](tel:304-344-1157)  
[www.rustywebb.com](http://www.rustywebb.com)

On Feb 3, 2022, at 10:02 AM, Amy Pfail <[Amy.Pfail@alticeusa.com](mailto:Amy.Pfail@alticeusa.com)> wrote:

[REDACTED]

[REDACTED]

[REDACTED]

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**From:** Charles Webb [<mailto:rusty@rustywebb.com>]  
**Sent:** Wednesday, February 2, 2022 10:42 AM  
**To:** Amy Pfail <[Amy.Pfail@AlticeUSA.com](mailto:Amy.Pfail@AlticeUSA.com)>  
**Cc:** Charles Webb <[rusty@rustywebb.com](mailto:rusty@rustywebb.com)>  
**Subject:** External E-mail - RE: 2021-12-31 Claimant Demand.pdf

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Charles R. "Rusty" Webb  
The Webb Law Centre, PLLC  
716 Lee St. E.  
Charleston, WV 25301  
[rusty@rustywebb.com](mailto:rusty@rustywebb.com)  
304-344-9322  
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The mere fact that you contact the law firm or that we respond with this e-mail does not result in us accepting any responsibility to advise or represent you. No attorney/client relationship begins until both you and the Webb Law Centre, PLLC attorney sign a written agreement regarding representation.

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**From:** Amy Pfail <[Amy.Pfail@AlticeUSA.com](mailto:Amy.Pfail@AlticeUSA.com)>  
**Sent:** Tuesday, February 1, 2022 3:49 PM

To: Charles Webb <[rusty@rustywebb.com](mailto:rusty@rustywebb.com)>

Subject: 2021-12-31 Claimant Demand.pdf

[REDACTED]

[REDACTED]

[REDACTED]

<image004.png>

**Amy Pfail**  
**Manager, Legal Support (Litigation)**  
*She/Her/Hers*

929-418-4202 (office)  
516-815-2440 (cell)  
[amy.pfail@alticeusa.com](mailto:amy.pfail@alticeusa.com)  
One Court Square  
Long Island City, NY 11120  
**alticeusa.com**

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[REDACTED]